SERIAL 11020 ITN INDEPENDENT CONTRACTOR; COMPENSATION ANALYST (RESTRICTED)

DATE OF LAST REVISION: March 16, 2011 CONTRACT END DATE: March 31, 2012

CONTRACT PERIOD THROUGH MARCH 31, 2012

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for INDEPENDENT CONTRACTOR; COMPENSATION ANALYST (RESTRICTED)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 16, 2011.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer Materials Management

JM/mm Attach

Copy to: Materials Management

Darrien Ellison, Office of Management and Budget



CONTRACT PURSUANT TO INTENT TO NEGOTIATE-INDEPENDENT CONTRACTOR

SERIAL 11020-ITN

This Contract is entered into this 16th day of March, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Jessica Wilson, an ("Independent Contractor") for the purchase of services as the Compensation Analyst.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 16th day of March, 2011 and ending the 31st day of March, 2012.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of one (1) year, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - County bill-to name and contact information
 - Contract serial number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery
 - Description of service provided
 - Pricing per unit of service
 - Total Amount Due
- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 4.2 During the Contract term, County may provide Contractor with adequate workspace and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 WARRANTY OF SERVICES:

- 5.2.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 5.2.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Department of Materials Management Attn: Director of Purchasing 320 West Lincoln Street Phoenix, Arizona 85003-2494

For Contractor:

Jessica Wilson 7949 Tennis Lane Colorado Springs, CO 80951

5.4 REQUIREMENTS CONTRACT:

- 5.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 5.4.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 5.4.3 Purchase orders will be cancelled in writing.

5.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract₁ in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.6 TERMINATION FOR DEFAULT:

- 5.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 5.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 5.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 5.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.10 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

5.11 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.12 RETENTION OF RECORDS:

- 5.12.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 5.12.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.13 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.14 ALTERNATIVE DISPUTE RESOLUTION:

- 5.14.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 5.14.1.1 Render a decision;
 - 5.14.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 5.14.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 5.14.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
- 5.14.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.16 RIGHTS IN DATA:

The County shall own the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.17 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

- 5.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 5.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 5.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 5.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §\$35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
 - 5.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
 - 5.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.20 CONTRACTOR LICENSE REQUIREMENT:

- 5.20.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 5.20.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 5.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 5.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 5.21.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 5.21.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 5.21.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 5.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 5.21.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.22 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.25 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 5.25.1 Exhibit A, Pricing;
- 5.25.2 Exhibit B, Scope of Work;

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR		
AUTHORIZED SIGNATURE		
PRINTED NAME AND TITLE		
ADDRESS		
DATE		
MARICOPA COUNTY		
CHIEF PROCUREMTN OFFICER, MATERIALS MANAGEMENT	DATE	
CHAIRMAN, BOARD OF SUPERVISORS	DATE	
ATTESTED:		
CLERK OF THE BOARD	DATE	
APPROVED AS TO FORM:		
LEGAL COUNSEL	DATE	

EXHIBIT A

PRICING

SERIAL 11020-ITN NIGP CODE:		
RESPONDENT'S		
NAME:	Jassica Wilson	
COUNTY VENDOR NUMBER:	2011000444 0	
ADDRESS:	7949 Tennis Lane Colorado Springs, CO 80951	
TELEPHONE NUMBER:	719/597-4685	
FACSIMILE NUMBER:	<u> </u>	
WEB SITE:		
CONTACT (REPRESENTATIVE):	Jessica Wilson	
REPRESENTATIVE'S E-MAIL ADDRESS:	pomgirl30@hotmail.com	
EMPLOYEE COMPENSATION RESOURCE PROJECT PRICE (INVOICED % OF COMPIEMPLOYEE COMPENSATION WEBSITE MAINTENANCE		
ANNUAL PRICE (INVOICED IN EQUAL MONTHLY INSTALLMENTS:	\$2,800	
AD HOC COMPENSATION STUDIES PROJECT PRICE (PER STUDY/% OF COMP	PLETION \$10,500 (\$2,100 per study)	
REVIEW & REVISION OF COMPENSATION DOCUMENTS & TEMPLATES	N	
ONE TIME PRICE (PER DOCUMENT COMP	PLETED): \$1,050 (\$105 per doc review)	
AD HOC COMPENSATION CONSULTATION ONE TIME PRICE (PER CONSULTATION COMPLETED):		
COMPLETED):	\$700 (\$140 per consultation)	

EXHIBIT B

SCOPE OF WORK

1.0 **INTENT**:

It is the intent of Maricopa County to negotiate a contract with an independent compensation analyst to complete various compensation related projects for the Office of Management & Budget, Employee Compensation Division, Maricopa County.

2.0 **SCOPE OF WORK:**

2.1 **Purpose:**

In accordance with Human Resources Policy 2411 and pursuant to the Maricopa County Procurement Code, MCI-340.A, authorize the execution of a contract. The Maricopa County Department of Office of Management and Budget, Employee Compensation Division, requires a qualified and experienced independent contractor to perform various compensation related projects for which qualified staff is not available to perform for specific, specialized functions. All procedures described in the policy have been met.

2.1.1 Contractor Compensation Projects:

Contractor shall complete the following projects:

- 2.1.1.1 Employee Compensation Resource Guide
- 2.1.1.2 Employee Compensation website maintenance
- 2.1.1.3 Ad hoc compensation studies
- 2.1.1.4 Review and revision of compensation templates and internal forms
- 2.1.1.5 Ad hoc compensation consultations

2.2 Employee Compensation Resource Guide:

Develop a comprehensive Compensation Resource Guide to be used internally by departments to provide them with essential information and guidance regarding Maricopa County's Employee Compensation philosophy, strategies, policies, and procedures in order to help them perform their job effectively in assisting Employee Compensation in ensuring equitable and competitive compensation to attract, retain, and motivate employees in their department. The guide will provide professional guidance in each area outlined below to assist departments in administering compensation within their department.

- 2.2.1 At a minimum, the guide will incorporate the following:
 - 2.2.1.1 Maricopa County's compensation plan and philosophy.
 - 2.2.1.2 Description of Employee Compensation and department responsibilities in administering the compensation plan.
 - 2.2.1.3 Detailed explanation of Maricopa County's compensation structure.
 - 2.2.1.4 Direction on determining employee pay rates:
 - 2.2.1.4.1 Placement in range methodology and guidance on how to complete a placement in range.
 - 2.2.1.4.2 New hires, promotions, demotions, transfers, recruiting ranges, etc.
 - 2.2.1.4.3 Use of salary ranges for recruitment.

- 2.2.1.5 Comprehensive sections providing information and direction on all of Employee Compensation's policies, processes, and forms:
 - 2.2.1.5.1 Salary advancements
 - 2.2.1.5.2 Special Work Assignments
 - 2.2.1.5.3 Executive Compensation
 - 2.2.1.5.4 Personnel Action Forms
 - 2.2.1.5.5 Performance-based salary advancements
- 2.2.1.6 Position description questionnaire's (PDQ's) and job descriptions.
- 2.2.1.7 Market studies
- 2.2.1.8 Detailed description of position management process and guidance on determining the need for a position change.
- 2.2.1.9 Fair Labor Standards Act (FLSA)
- 2.2.1.10 Employee compensation website and other helpful resources.

This guide will provide information beyond what is provided within Employee Compensation policies to include direction on completing and submitting paperwork, factors to consider in analyzing compensation and position management issues and submitting compensation requests. This project will also include developing a project plan for the communication and implementation of the guide. The contractor will work with the Office of Enterprise Technology to integrate the guide into Employee Compensation's website.

2.3 Employee Compensation Website Maintenance:

The contractor shall maintain Employee Compensation's website for one year's time and ensure that all data is current and updated as necessary.

- 2.3.1 The following tasks will be completed:
 - 2.3.1.1 Write and review market range title descriptions (approximately 25 per year).
 - 2.3.1.2 Update the website, as necessary, with new market ranges approved by theBoard of Supervisors at each meeting (approximately every 2 weeks).
 - 2.3.1.3 Ensure that all website changes are documented.
 - 2.3.1.4 Post the turnover report and graphs to the website at the end of each quarter.
 - 2.3.1.5 Work with the Office of Enterprise Technology to implement new website features and functionality.
 - 2.3.1.6 Work with the Office of Enterprise Technology to troubleshoot and resolve website functionality issues.

2.4 Ad Hoc Compensation Studies:

The contractor shall complete a total of five complex, ad hoc compensation studies with each study including up to 20 market range titles and up to 100 positions. Each comprehensive compensation study will include the following:

2.4.1 **Position Review**

2.4.1.1 Contractor will review all positions included in each compensation study and become familiar with the positions assigned to each market range title to be able

to collect salary market data. Documents to be reviewed may include job descriptions, position description questionnaires, organizational charts, etc.

2.4.2 Salary data collection

- 2.4.2.1 Contractor will collect salary data for each occupational grouping from appropriate data sources upon approval from Maricopa County which include:
 - 2.4.2.1.1 Relevant published surveys
 - 2.4.2.1.2 Custom survey designed for specific organizations including, but not limited to:
 - Clark County, NV City of Avondale City of Chandler King County, WA City of Glendale Los Angeles County, CA Orange County, CA City of Goodyear City of Mesa Pima County, AZ City of Peoria Pinal County, AZ City of Phoenix Riverside County, CA City of Scottsdale San Bernardino, CA City of Tempe San Diego, CA Town of Gilbert
- 2.4.2.2 Contractor will report the following data for each occupational grouping and jurisdiction:
 - 2.4.2.2.1 Salary range minimum & maximum
 - 2.4.2.2.2 Job descriptions
 - 2.4.2.2.3 Average minimum and maximum salary
 - 2.4.2.2.4 Analysis of outlying data

2.4.3 Survey Quality Control Steps

2.4.3.1 Compensation survey data quality control includes editing data for accuracy and proper matching to the jobs being surveyed, phone, fax, and e-mail follow-ups for clarifications, and copies of the comparable job description.

2.4.4 **Data Organization**

- 2.4.4.1 Contractor will provide an electronic version of data collected for each surveyed occupational grouping to include the following:
 - 2.4.4.1.1 Name of jurisdiction surveyed
 - 2.4.4.1.2 Contact name (if applicable)
 - 2.4.4.1.3 Job title of position
 - 2.4.4.1.4 Salary range minimum and maximum for each jurisdiction surveyed
 - 2.4.4.1.5 Supplemental pay items for special qualifications/certifications if applicable/available
 - 2.4.4.1.6 Computation of the average salary range minimum and maximum for all organizations for the surveyed job
 - 2.4.4.1.7 Identification of outlying data

2.4.5 Market Range Title & Position Analysis

2.4.5.1 Contractor will analyze the positions included in the study and the market data collected to determine if current market range title structure is adequate and provide recommendations for change as necessary.

2.4.5.1.1 After reviewing each position's job duties and responsibilities, the contractor will recommend the appropriate market range title assignment.

2.4.6 **Data to be provided to contractor**

- 2.4.6.1 The following information will be provided to the contractor by Maricopa County Employee Compensation:
 - 2.4.6.1.1 Completed position description questionnaires as available
 - 2.4.6.1.2 Department contact name, phone number, and email address
 - 2.4.6.1.3 Job description of job being surveyed
 - 2.4.6.1.4 Total number of positions
 - 2.4.6.1.5 Market range titles currently utilized
 - 2.4.6.1.6 Working titles currently utilized
 - 2.4.6.1.7 Organizational chart of department

2.4.7 **Status Updates:**

2.4.7.1 Contractor will keep Maricopa County Employee Compensation apprised of the progress of the study through bi-weekly conference calls or face-to-face meetings and regular e-mail updates.

2.4.8 **County Support Required:**

- 2.4.8.1 Contractor does not require any substantive staff support from Maricopa County Employee Compensation other than providing job data, comparable jurisdiction contact information, and assistance by arranging for meetings.
- 2.4.8.2 Contractor will provide all of the data entry, data processing, printing, and related project support services.

2.5 Review and Revision of Compensation Documents & Templates:

2.5.1 The contractor will review and provide revisions for 10 compensation documents and/or templates that may range in length from one to ten pages. Documents and templates to be reviewed may include, but are not limited to the following topics: internal compensation studies, Fair Labor Standards Act (FLSA), merit pay, and agenda submissions.

2.6 Ad Hoc Compensation Consultations:

- 2.6.1 The contractor will provide five ad hoc compensation consultations regarding a broad range of compensation matters. Consultations may include:
 - 2.6.1.1 Researching compensation best practices, processes, strategies, etc. and providing recommendations to management.
 - 2.6.1.2 Discussing compensation matters with management including strategies, issues, philosophies, etc.
 - 2.6.1.3 Reviewing compensation policies, procedures, and forms and providing feedback and recommendations.
 - 2.6.1.4 Drafting memos and other related compensation communications.

SERIAL 11020-ITN

JESSICA WILSON, 7949 TENNIS LANE, COLORADO SPRINGS, CO 80951

PRICING SHEET: 9461002

Terms: NET 30

Vendor Number: 2011000444 0

Telephone Number: 719/597-4685

E-mail Address: pomgirl30@hotmail.com

Certificates of Insurance Required

Contract Period: To cover the period ending March 31, 2012.